

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

JASON KRAMER AND	:	CIVIL ACTION
TRACY WOODBURY KRAMER	:	
v.	:	NO.: 3:10-cv-1058-ARC
	:	
UNITED TECHNOLOGIES CORP., et al.	:	JURY TRIAL DEMANDED
	:	

VOLUNTARY DISMISSAL

Plaintiffs, Jason Kramer and Tracy Woodbury Kramer, by counsel, hereby request, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A), to dismiss this action, without prejudice, against defendants United Technologies Corporation; United Technologies Corporation d/b/a Pratt & Whitney; Pratt & Whitney Canada Corporation; Hamilton Sundstrand Corporation; and American Eurocopter LLC, subject to ther terms and conditions of the attached Tolling Agreement (Exhibit A attached hereto and incorporated by reference).

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

JASON KRAMER AND	:	CIVIL ACTION
TRACY WOODBURY KRAMER	:	
	:	
v.	:	NO.: 3:10-cv-1058-ARC
	:	
UNITED TECHNOLOGIES CORP.	:	JURY TRIAL DEMANDED
et al.	:	

TOLLING AGREEMENT

Counsel for Plaintiffs, Jason and Tracy Woodbury Kramer; American Eurocopter LLC; and United Technologies Corporation, United Technologies Corporation d/b/a Pratt & Whitney, Pratt & Whitney Canada Corporation and Hamilton Sundstrand Corporation, (hereinafter the "United Technologies and Hamilton Sundstrand defendants") with the expressed permission of their respective clients, hereby enter into an Agreement pursuant to the provisions set forth below.

In consideration of Plaintiffs' dismissal, without prejudice, of their claims against American Eurocopter LLC and the United Technologies and Hamilton Sundstrand defendants, pursuant to Federal Rule of Civil Procedure 41 (a) (1) (A), while reserving the right to proceed against other Defendants in the above-captioned litigation, the parties to this Agreement stipulate and agree that the running of any statute of limitations shall be tolled (the tolling period) against these Defendants only; and the statute of limitations shall be tolled for a period of not more than six (6) months until April 25, 2011. This tolling period shall not be included in computing the statute of limitations in regard to any suit or other proceeding which might be brought by Plaintiffs related to the May 30, 2008 accident which is the subject of this litigation.

In the event Plaintiffs herein decide to reinstitute the litigation against American Eurocopter and the United Technologies and Hamilton Sundstrand defendants in the future, the period of time which occurred between the date of the accident and the initial filing shall not be waived and, to the extent American Eurocopter LLC and the United Technologies and Hamilton

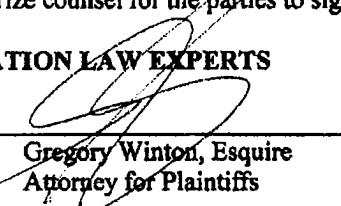
Sundstrand defendants desire to plead an affirmative defense regarding the statute of limitations, they shall be authorized to do so.

Additionally, should the above-captioned litigation proceed against other defendants and litigation is reinstated against American Eurocopter and the United Technologies and Hamilton Sundstrand defendants, to the extent discovery previously was conducted in regard to same, American Eurocopter and the United Technologies and Hamilton Sundstrand defendants shall not be prejudiced and shall be entitled to conduct such discovery as they deem appropriate, including taking depositions of witnesses previously deposed, inspecting premises and equipment and/or having examinations performed on the Plaintiffs.

By executing this Agreement on behalf of their respective clients, counsel declare that the parties are fully aware of the implications of the dismissal, without prejudice, and the respective rights of the parties to this Agreement.

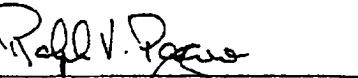
IN WITNESS WHEREOF, each of the parties, intending to be legally bound, authorize counsel for the parties to sign this Agreement.

AVIATION LAW EXPERTS

By: 
Gregory Winton, Esquire
Attorney for Plaintiffs

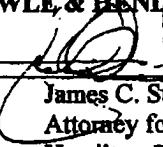
Dated: 10/22/10

**FITZPATRICK & HUNT, TUCKER,
COLLIER, PAGANO, AUBERT, LLP**

By: 
Ralph V. Pagano, Esquire
Attorney for Defendants,
United Technologies Corp.
United Technologies Corp.
d/b/a Pratt & Whitney and
Pratt & Whitney Canada

Dated: October 22, 2010

RAWLE & HENDERSON LLP

By: 
James C. Stroud, Esquire
Attorney for Defendant
Hamilton Sundstrand Corporation

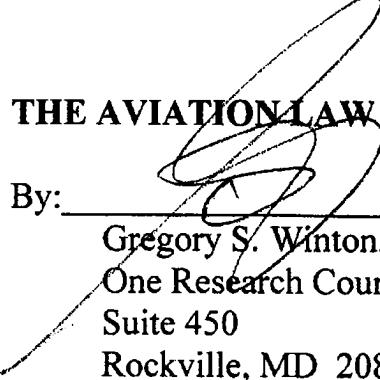
Dated: October 22, 2010

**MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN**

By: 
James Lare, Esquire
Attorney for Defendant,
American Eurocopter, LLC

Dated: 10/22/10

THE AVIATION LAW FIRM

By: 

Gregory S. Winton, Esq.
One Research Court
Suite 450
Rockville, MD 20850
Tel: (301) 294 -8550

Attorney for Plaintiff

BY THE COURT:



J.

Date: October 26, 2010